

EXHIBIT B[Get Accredited](#)[Español](#)[Business Login](#)**Better Business Bureau®** [My BBB](#)[Home](#) > [Missouri](#) > [Des Peres](#) > [Timeshare Cancellation](#) > [Square One Development Group, Inc.](#)**⚠ CURRENT ALERTS FOR THIS BUSINESS****Pattern of Complaint:**

Better Business Bureau is advising consumers to use caution when considering doing business with Square One Development Group, Inc. BBB has received a pattern of consumer complaints alleging failure to honor a contract or agreement, failure to cancel contracts, failure to contact consumers, misleading sales presentation and poo...

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Square One Development Group, Inc.

1610 Des Peres Rd Ste
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1863

[https://squareonehelp.c
om/](https://squareonehelp.com/)

[Email this Business](#)

[\(314\) 686-4618](#)

Complaint Type: Problems with Product/Service **Status:** Unresolved

06/29/2020

This is a request to re-open claim#***** as Square One previously stated to you that they "agreed to the clients terms" and the 45 days agreed upon has expired as of today without receiving either the timeshare exit papers proving our release from ***** Timeshare nor the refund. We have previously described that Square One has no proof they ever contacted the timeshare to negotiate exiting and therefore they have "broken" the contract they made when we paid them #**** dated:3/6/2019 for \$6810. We sent several emails to ***** Corporate Director beginning on 6/16 and 6/18,6/22/20 asking him for proof of the paperwork to show good faith and we received no response. We called and spoke with ***** last week 6/25/20 who stated ***** was not available out on the road and stated "we are out" but that it would take another "14 weeks" to receive the paperwork. We stated this was unacceptable and asked for a "manager" to speak to but had to leave a message. We were not given a name just that we would receive a call back which we never did. Today 6/29 we sent a final email to ***** advising that the agreed 45 days was up and asking again for a refund. We had previously advd that if Square One didn't do what they agreed to and told the BBB they would do that we would refile.

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**Response**

07/15/2020

Client ***** contract has been completed. They no longer own their timeshare nor do they have any further financial obligation to their developer.

Customer Response

07/17/2020

Complaint: *****

I am rejecting this response because: I spoke directly with *** ***** customer service on 7/15/20 after I rec'd the BBB response and they stated that they could "confirm" that paperwork had been sent to them and to the North Berkshire's county clerk's office but that "as of 7/15/20 we are absolutely not relieved of legal responsibility for the payment of the annual maintenance fees and membership. The rep stated the info filed had to be forwarded to their main office in Florida and updated before they could even "verbally" agree that we are "out of the timeshare". She suggested we call back next week to see if the change has been updated on their computer but she stated that even then they couldn't send us a final letter stating that we are no longer owners or stating we are no longer legally responsible. She stated any updated deed info will be sent to the "new owner of our timeshare". We subsequently rec'd a copy of the info filed with the North Berkshire clerk from ***** from Square One but it is not a "certified copy" with a seal and from reading the contents it does not use any language such as "transferred ownership" or "new owner" just "grantor" and "grantee" so we are asking the BBB to wait until we can obtain a certified copy from the clerk's office after we speak with RCI/Berkshire's next week to confirm we are no longer obligated. We will ask for a ltr stating that we are no longer obligated and if we can't obtain from ***** then we must have one from ***** which plainly states that because of what they filed at the clerk's office that they have arranged for the sale of our timeshare and we are no longer financially responsible. As of today it is unclear what has been accomplished so we are asking for an additional time period say 2-3 wks to resolve this issue.

Sincerely

**** *****

Complaint Type: Problems with Product/Service **Status:** Resolved

06/25/2020

I entered into a contract with this company on Feb 27, 2019 stating that they would be able to terminate my timeshare options with ***** . According to the contract I'm entitled to a full refund if I'm not in litigation within 12 months of the contract date. Now it is June 26, 2020 and I have had no satisfactory answers to my questions. I'm still

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supposedly in litigation but nobody can provide me with my case files. I have been in contact with a member of the staff whose name is, Amy as recently as today. She told me that they do not have any information regarding my file that was transferred by the previous attorney. The previous attorney of record was ***** of **** * located in St. Louis, Mo. I contacted him this afternoon and he said that he did turn over all documents to Square 1 and would get to the bottom of it. I noticed that there is another attorney listed a ***** and the phone number listed was bogus. The address listed shows no person there by that name and the address listed on the lawyer page is shows ***** on **** * I did leave a message with him but don't hold out much hope for a return phone call.



Response

07/15/2020

***** is currently in active litigation against *****. The case is filed in the U.S. District Court in the Eastern District of Missouri under case number 4:20-cv-00874.

Previously we had hired attorney **** * to represent *** * in this matter. Unfortunately, *** * was not able to obtain relief for *** *. Additionally, since *** * enjoyed an attorney-client relationship with Mr. Duke, we were not privy to what efforts *** * took on *** *'s behalf.

When *** * recently made us aware that he was not satisfied with *** *, we took his file back and assigned it to our in-house counsel who initiated litigation against the resort on behalf of *** *.

*** * is incorrect in his assertion that "According to the contract [he is] entitled to a full refund if [he's] not in litigation[sic] within 12 months of the contract date." The contract actually states, in pertinent part:

Square One guarantees that if Owner does not obtain Services from Square One within a reasonable amount of time, or if the Owner is not in active litigation (which shall not be less than 12 months), Square One shall refund the full fee amount.

Though we empathize with *** *, it should be understood that the resort's position is that *** * owes them over \$58,000 that he does not want to pay. This is not a simple matter. It took some time for our attorneys to marshal a case against Wyndham, which has now been duly filed.

Finally, as we all are aware, the COVID-19 pandemic is responsible for a myriad of delays, including the closure of the court system, which significantly impacted our ability to move expeditiously in *** *'s case. We are confident that we entered *** * into litigation in a "reasonable amount of time" under these circumstances.

*** * is in litigation and we are fighting to secure a judgment on his behalf that we believe he will be satisfied with and will make him whole.

Customer Response

07/15/2020

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID ***** , I dispute there claim that I do not wish to pay money's owed. I have continued to pay my bill montly to keep it current since this case was started. I still do not trust this company but have no other recourse but to see it through to the end. I have been trying to contact the attorney who filed the petition requesting an update and to date have not heard anything back from them. This is the first correspondence I have received regarding my complaint/case with Square one. I will continue to monitor this closely and update the BBB as needed.

Sincerely,

***** ****

Complaint Type: Problems with Product/Service **Status:** Unresolved

06/24/2020

I attended a presentation by this company which promised to get me out of my Timeshare with ***** . They offered a one year guarantee. I promptly paid them their fee and filled out all their requested paperwork in a very timely manner. They farmed my case out to a legal firm, ***** ** , who sent a letter to the timeshare demanding my money back. I didn't hear anything more. After it was obvious they were not going to do any more of significance on my case, I contacted ***** and asked for my money back since they were not going to meet the one year guarantee. They denied responsibility. Square One Development was solely responsible for the guarantee. I made contact back to Square One and received a phone call saying someone would be getting back to me and help in resolving my case. About 10 days later a receptionist called to set up an appointment with one of their staff to review my case. I began this process Feb 21. 2019 with a signed contract which states "Square One guarantees our service - we will get you out of your timeshare or we will give you a complete and full refund. The full refund amount will be the total amount paid to Square One without set offs or deductions for any expenses incurred in the process of attempting to eliminate said Timeshare." My attempts to talk with someone about my refund have met no success.



Response

07/15/2020

*** ***** had two timeshares to eliminate. We not receive the information needed from the client until 4/03/20, at which time we exited the client from the ***** timeshare and entered him into litigation on his other timeshare. *** ***** agreed to this via telephone conference with our legal department on 4/03/2020.

Complaint: *****

I am rejecting this response because: It is not true. Perhaps they have an other ** *****. They have not done any significant work on my timeshare exit plan that was sold to me on Feb 19, 2019. They had a 1 year satisfaction guarantee which I want to collect on. Their legal department (if they have one) had no discussion with me. They farmed out the exit plan negotiations to ***** ** a separate company that has had all my information since March 2019. They have not done any timely action. I have one timeshare with ***** that I contracted with Square One to exit me from and they have not done it.

Sincerely,

Complaint Type: Guarantee/Warranty Issues **Status:** Unresolved

06/20/2020

We signed a contract with Square One to terminate our timeshare deeds on March 21, 2019. In the contract were several clauses for each party to adhere too. Our part was to deliver all requested documents to them within 30 days of the request. We did and verified all documents were received by Square One. One clause for Square One was that if they did not terminate our timeshare deed ownership within 6 months they would reimburse us for the maintenance fees incurred beyond the 6 months of receiving all documents. We have only been reimbursed for the December 2019 maintenance fees. We have called and emailed requesting for reimbursement for each month since December 2019. We sent proof of our payments and were told a check would be processed and sent. But we have never received another check from Square One despite the promises. In the Square One contract there is a "Money Back Guarantee" that states that Square One would return our full payment if they had not completed terminating our timeshare deeds within 1 year. We passed the one year in April 2020. We have sent a certified letter to Square One stating that since we were not out of our timeshares within 1 year we are exercising the Money Back Guarantee. We called on June 10, 2020, several days after the letter was received and were told the manager was looking into our request. Have received one email update stating that our maintenance fee reimbursement request was sent to the finance department for signatures but no date as to when this might be completed was given. No mention of the request that they honor the Money Back Guarantee. We have been told each month from January through May that the reimbursement request had been submitted and we should see a check in a couple weeks. But we have not received any checks for these 5 months.



Response

07/15/2020

The 2019 fees that Square One was responsible for were paid in December, per our agreement. The fact that client has elected to pay monthly instead of annually makes our next fee due December of 2020. If it makes the client happy, we too will pay the fee monthly, although that is not what our contract states. Mr. Still is in active litigation with his timeshare company as contracted.

Customer Response

07/16/2020

Complaint: *****

I am rejecting this response because:

The contract was signed in March 2019 and all required documents were received by Square One in April 2019. The contract states Square One would pay the maintenance fees after 180 days. That would require that Square One was responsible for 2 months of maintenance fees in 2019. I received a check from Square One in late December 2019. It was in the amount of one-month maintenance fee not two as should have been. There was no letter included to explain what the check was for or for which month.

I have always paid the maintenance fees monthly. That was stated at the signing of the contract to the Square One Timeshare Specialists I worked with. The documentation received by Square One in April 2019 shows that I was paying the fees monthly. At no time in all the phone call conversations and email correspondence with Square One employees to get reimbursed for the previous month maintenance fees did they ever state that maintenance fees were reimbursed annually or that it was only in December. These employees asked me to send proof of payment which I did. They then told me that it would take a couple weeks to issue a check. This lie has been repeated monthly from January 2020 to present. Excuses were made as to why I had not received a check the previous month with assurances it would be reviewed, and I would be updated on the status of the reimbursement checks. I have never received any update as to why I have not been reimbursed. No phone calls, no emails and no letters.

I would be happy if Square One would pay all the maintenance fees to cover what I have paid thus far in 2020 and for the unpaid month in 2019. Then a commitment to continue to reimburse for maintenance fees I am still paying in July 2020 and until all the timeshare contracts are terminated.

Sincerely,

***** *****

Complaint Type: Problems with Product/Service **Status:** Resolved

06/17/2020

In July, 2019 I received a phone call inviting me to attend a meeting to talk about my timeshare. Since my husband and I are elderly and he is ill, we don't use ours often or well, so I accepted the invitation to learn how to best use ours. Our daughter accompanied me to a hotel conference room where we discovered it wasn't actually our timeshare contacting us, but, instead it was a way to GET OUT OF timeshare meeting. We

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listened to their very moving information about how they can get us out of owning the timeshare, and how much money it would cost us to accomplish it. The amount we paid was less than three years maintenance fee, but a lot of money, since maintenance fees have risen in huge amounts over the years. We included our son in the conversation, and he agreed to the plan. We furnished Square One our contract with our timeshare information. They claimed to be able to gather large groups of our timeshare owners and then to sell them together. They said it would take a while, maybe January or February. We would be reimbursed maintenance fees paid beginning in February. Each time I contacted them they were "still working on legal". I sent info that I had paid maintenance fees and didn't receive any money. I allowed time to drift on during the pandemic, and then, surprisingly, I received a phone call by voicemail that stated they were gearing back up to processing refunds, and I sent them more. Still nothing. I phoned a few weeks later, still nothing.

**Response**

07/15/2020

We took client's case on a cost only basis as they were in a bad position with their resort. We will be happy to refund their fees paid.

Customer Response

07/17/2020

Better Business Bureau:

Accept Business Response

I have reviewed the response made by the business in reference to complaint ID *****, and find that this resolution is satisfactory to me.

I assume this means the business will refund the total amount I paid. If that is the case, it is satisfactory. If I don't receive the full amount, I will complain again.

Sincerely,

**** *

Complaint Type: Problems with Product/Service **Status:** Answered

06/17/2020

I signed a contract with this company and it was signed May 2, 2019. They were to get rid of the timeshare I have. They charged \$5999.00. They said they would be taking over the timeshare. I had two at the same place. I couldn't use one of them because Square One had not paid the maintenance fee. And now this year it hasn't been paid either and my

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credit report has been dinged. I have called back many many times, and they tell me they will get back with me. They have high turn over and I can never get in touch with the same person twice. The contract says, "Money back guarantee." Nothing has been done. I have sent them all the notarized paperwork that they requested.

**Response**

07/15/2020

*** ***** has failed to send in her required documents. We've contacted her multiple times and she refuses to cooperate. We've completed our part of the contract, while the client breached theirs. There will be not refund for this client.

Complaint Type: Problems with Product/Service **Status:** Answered

06/01/2020

On 10/24/2019, my wife and I contracted with Square One Holding Group, **** * **** *, also know as Square One Group Inc to terminate two timeshares that we own. On that date they were give over \$11,000 to make this happen but thus far, they have done anything. Thirty day after we signed the contract I contacted them (Scott Jackson) to cancel the contract and he said that I could not even though the contract said that with a "mutual agreement" both parties could "terminate the contract at anytime. I have tried repeatedly to contact these folks to no avail and now my suspicion of this company has come true. They are frauds.

**Response**

07/15/2020

The client's file will be completed well within the time frame contracted as long as the client cooperates with our legal department.

Complaint Type: Problems with Product/Service **Status:** Unanswered

05/22/2020

Square One charged my charge card after I had already spoke to finance manager *****, and he said he'd cancel my transaction because I knew they were a fraudulent company. Told my credit card company and everything within 13 hrs of transaction & they are still tryin 2 make me pay. Square One steals peoples money and does nothing to resolve timeshares as promised.

Complaint Type: Problems with Product/Service **Status:** Unresolved

05/06/2020

On 2/27/19, my wife and I sign a contract with Square One Group for a time share termination (***** ***, Hilton Head Island). The contract emphasized a money back guarantee if termination was not completed in 12 months following receipt of all needed information or if not in active litigation. All information was provided and confirmed by Square One's agent ***** on 4/3/19. On 4/30/19, ***** sent a letter to ***** to initiate the process. Nothing further happened. Communication with Square One was non-existent. Communication with M-N was VERY limited and always at my initiative. In Jan. 2020, communication with M-N went to zero. We waited, patiently, until after 4/3/2020 and then requested a full refund of our \$9,001 under the terms of the contract guarantee. Conversations with *** ***** and *** ** of Square One ended in them declining our refund. We feel we have been scammed. The 12 months have passed. We are unaware of any "active" litigation. Based on their explanation of the guarantee on 2/27/19, our money should be refunded. Our request is a refund of our \$9,001.

Customer Response

05/29/2020

Attached is the conversation between myself and *** ***** ***, Square One Group, beginning on April 9 related to their contractual guarantee. A copy of the contract is attached to the letter dated April 17, 2020. Thank you for your assistance in this matter.

**Response**

06/08/2020

The law firm of ***** was retained on behalf of the client. Client has refused to cooperate with the law firm and did not provide the required documents to the law firm as required by their contract. Square One then reached out to the client to provide them with alternative services to terminate their timeshare interest. The client was again uncooperative and refused to work with the attorney assigned to their case. Additionally the client reneged on their payment and Square One does not have any of the clients money so there will be no additional refund.

Customer Response

06/08/2020

Complaint: *****

I am rejecting this response because: ***** DID NOT reach out to me nor did Square One. The correspondence, dated 4/17/20, to Mr. Phillip Ruth, documents all of the conversations and it was all at my initiative. BBB has a copy of all my April 2020 correspondence to Mr. Ruth, all of which was at my initiative. ***** did nothing after their letter to ***** on 4/30/19. Mr. Ruth even said to me, by phone on April 9, that they had had communication issues with ***** . Contract says a year to complete after all documentation was received by Square One/***** or money will be refunded. This was complete, according to ***** on 4/3/19. My request for a refund was made on April 9, 2020. We feel that we have been scammed and request our \$9,001 be returned.

Sincerely,

**** *

Customer Response

06/09/2020

We paid the \$9,001 by Chase Visa credit card, payable to Square One Group, It was charged to our Chase Visa. If SQ One says that we did not pay the fee it is "less than truthful".

Customer Response

06/09/2020

- 1) ***** acknowledged receipt of all needed documentation on 4/3/19 (***** , paralegal and our contact)
 - 2) Contract was signed on 2/27/19, with a 1 year promise of completion or your money back with starting date of 4/3/19 (all documentation received). After one year with no results why should we "be cooperative".
 - 3) Square One never reached out to us. There was ZERO communication between 2/27/19 and 4/9/20, and that was at my initiative.
 - 4) Communication with ***** was very limited during the period of 4/30/19 and 1/1/20 and was always at our initiative. Phone calls with messages left and emails were essentially ignored. On 1/1/20 all communication with * * * ended when "***** (paralegal) told us that the contract was with Square One, not * * *. ***** was no longer receiving email or telephone messages.
 - 5) We did not renege on payment as the \$9,001 was charged to our Visa on 3/1/19. No refund of any kind has been given to us.
- The comments by Square One are false and very far from what actually happened between 2/27/19 and 4/9/20.
- We are very disappointed in our judgement and in Square One and *****'s performance and expect that a full refund will be forthcoming.

Complaint Type: Problems with Product/Service **Status:** Answered

05/04/2020

On 3/6/19 ***** and I ***** co-owners of ***** attended a seminar with Square One Holding Grp to discuss entering into an agreement with them to arrange to terminate our timeshare. We had already full paid the "mortgage" and we made clear we didn't expect any money back that we just wanted to get out of any further yearly fees. Yes they did show on paperwork that they were "accredited" by the BBB and ARDA A+ and they did "promise" we would be out in 3-6 mos. They did say we would have to continue to pay any fees until the process was completed. We paid them \$6810 that day which was cashed on 3/11/20. Dan Wooley gave us a copy of the so called "termination agreement" and advised that we would be contacted by an attorney to obtain any timeshare documents including the deed and any proof of what we paid in membership fees and mortgage pymts. In those papers we signed with Square One I have a "money back guarantee" stating they will give a complete refund provided it has been no less than 12 mos since Square One received all needed documentation to begin the Timeshare Termination Process or Square One did not provide us with a complete Timeshare Termination opportunity. We made copies of all the documents they requested at our expense including banking statements showing mortgage and fee pymts and mailed them return receipt on 4/11/19.. We received an email from ***** on 4/18/19 that the documents had been received which was within the specified time limit of 30 days. We had mailed the packet to *****. They asked me to give them a total for all pymts made to the Berkshires and on 4/3/19 ***** asked us to sign a "limited POA" giving them the power over our timeshare account. What we weren't told was that from the time this document was posted with RCI that we would no longer receive billing notices to remind us to pay our bills nor could we speak to them to pay our bills over the phone. To date the only action taken by either ***** or Square One was 1 letter addressed to our timeshare on 5/24/19 asking for a settlement and threatening legal action after 30 days. To this date neither has happened and we verified that the "class action suit" mentioned to us by an attorney rep but for which we never received any paperwork never occurred. When we called Square One back and spoke to ***** she stated that Square One was in the process of taking all the files back from ***** because of inaction. We were told by Amy to sign a form formally firing the attorneys and requesting the copy of the file be sent back to us. This was 1/8/20. We received a copy of a legal termination letter from ***** stating they no longer represented us dated 01/13/20 with a copy sent to our timeshare *****. We confirmed with a phone call a week later. We received our copy of the file at about the same time and since then have been making phone calls to ***** every 3-4 weeks for updates. The problem is they haven't done anything and they can't even say anything productive just that she will review the file and call back. It has now been over a year by their own 100% money back guarantee we want a refund. I can mail a copy of all documents. We mailed out a final complaint ltr sent tracked and signed for to ***** informing her that we wanted a full refund as they have not fulfilled the contract they have not terminated our timeshare agreement.

**Response**

05/08/2020

Client is correct in their complaint about the inactivity of the law firm of ***** * ***** . In fact Square One filed suit against the law firm on behalf of the client. When the client spoke to us in January it was our understanding they still wanted to terminate their timeshare and we mutually agreed to finished the termination on their behalf, with Square One being responsible for any dues of fees the client owed. We would be happy to resolve their complaint in any way the client sees fit. Please contact our offices at your earliest convenience. We sincerely apologize for the inability of the law firm we hired to handle the case.

Customer Response

05/11/2020

Complaint: *****

I am rejecting this response because: We called *** *****'s # and discovered that it had been disconnected. We called the BBB and they advd us that the # they had attached to this 5/8/20 response was 314-202-1297 which was also not working. We did as the customer rep suggested from BBB and googled and called this #***** and spoke with a customer service rep there who stated at the end of the call that she would "expedite" the call to her sup and that either *** ***** or 1 other person will call back within 48 hrs. We had explained that we read the Square One response which asked us to call back and that they stated "they would be happy to resolve our complaint in any way we see fit". We don't know who from Square One wrote that response so we advd we wouldn't give a response without more info. We rec'd a cb today from ***** who is identified as the "Corporate Director" of Square One. Instead of agreeing with the intent of the written response he proceeded to inform us that they couldn't refund anything because it hadn't been a year "since they rec'd our paperwork. We have a rtn receipt with a date of 4/11/19 and the address to which all the ***** info was mailed some 25 pages. I know it was sent to them not to ***** also because they asked for the "original documents" which we wouldn't send for our protection. *** ***** also responded to our recalling how at the seminar we were told and shown paperwork which indicated they were "recommended" by BBB and ARDA. He stated that at that time they were recommended but since then and he didn't give an exact date when that the "BBB and ARDA" tried to exhort exorbitant fees" for the recommendation so they dropped them. We told him that they were lying that we were advd by your site in complaints that they had been fraudulently using your good recommendation to convince clients they were safe to do business and in truth you never recommended them. At this point we told *** ***** that we just wanted the refund as explained in our complaint. He continued to disagree and at some point disconnected the call. We have no intention of agreeing with their response since it is a lie they don't want to refund our \$6810. We maintain it has been a year and will prove in writing that they gave us a "100% money back guarantee" and that they have never given us any paperwork supporting any "lawsuit" against Montgomery and Newcomb or any paperwork as of today stating they have contacted our resort to negotiate an exit. *** ***** called back twice and finally left a message stating that they have contacted the ***** "on our behalf and asking us to give them 45 days for us to receive the final exit paperwork". We ask the BBB to please keep this claim open for that amount of time to allow us to confirm the veracity of this claim with the resort itself and to confirm *** ***** and Square One are not "lying" just to buy more time. We would prefer our funds be returned but if they are able to legally get us out of our contract meaning in writing from our resort then we would accept that resolution. 4/11/19 was the exact date that we mailed out the copies of the Berkshire RCI documents and we rec'd an email that they were rec'd and our claim had begun. That is the only date that matters now and Square One made the mistake of "hiring" ***** as part of their contract as evidenced by our having to sign a POA with the law firm so Square One is responsible as their employer and it has been over 1 year. We are willing to work with *** ***** as long as we have either the exit paperwork as promised or the refund check in our hands within the 45 day timeframe.

Sincerely,

***** and *****



Response

05/13/2020

Wen agree to the terms the client has specified.

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